

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

THE PRUDENTIAL INSURANCE COMPANY)
OF AMERICA,)
Plaintiff,)
vs.) Case No. 1:23-cv-01357-GTS-CFH
KRISTOPHER PENN a/k/a KRISTOPHER)
CASTANON and DEREK PENN,)
Defendants.)

**STIPULATION AND ORDER FOR INTERPLEADER RELIEF
AND DISMISSAL OF PLAINTIFF**

Plaintiff, The Prudential Insurance Company of America (“Prudential”), through counsel, and Defendant, Derek Penn (“Derek”), hereby stipulate as follows:

WHEREAS, on October 31, 2023, Prudential commenced this action by filing the Complaint in the United States District Court for the Northern District of New York [Doc. 1] seeking to deposit half of the death benefit (the “Remaining Death Benefit”) in an amount equal to \$16,500.00¹, plus claim interest, if any, in connection with group life insurance policy number G-43939 issued by Prudential to Walmart Inc. (the “Plan”) which became payable upon the death of Denise Castanon (the “Insured”);

WHEREAS, both Defendants have been served [Docs. 5 and 6];

¹ As a result of the death of the Insured, Plan life insurance benefits in the amount of \$33,000 (together, the “Death Benefit”) became due. One-half of the Death Benefit was previously distributed to Derek, leaving the Remaining Death Benefit due.

WHEREAS, Derek has filed his answer to the Complaint [Doc. 9];

WHEREAS, Defendant, Kristopher Penn (“Kristopher”), is currently hospitalized at the Mid-Hudson Psychiatric Center after having pled not guilty to the killing of the Insured by reason of insanity;

WHEREAS, Kristopher is subject to periodic reevaluations to determine whether he is fit for release from the Mid-Hudson Psychiatric Center;

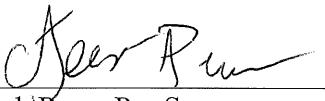
WHEREAS, on May 10, 2024, counsel for Prudential and Derek participated in a status conference held before Magistrate Judge Christian F. Hummel where the parties discussed the possibility of interpleading the Remaining Death Benefit;

NOW THEREFORE, Prudential and Derek respectfully stipulate to and request an Order:

1. directing Prudential to deposit the Remaining Death Benefit with the Clerk of the Court, where it will be held in an interest bearing account pending disbursement to Derek or Kristopher;
2. reserving Kristopher’s right to assert his potential interest in the Remaining Death Benefit if it is determined that he is fit for release from hospitalization and can express his intent with respect to the Remaining Death Benefit;
3. reserving Derek’s right to assert his potential interest in the Remaining Death Benefit at any time;
4. upon deposit of the Remaining Death Benefit, Prudential shall be, and hereby is dismissed from this action and is discharged from any liability to the Defendants relating to the Plan and/or the Remaining Death Benefit and Defendants shall be; and
5. permanently enjoining Defendants from making any further actual or implied claims, demands and causes of action that the Defendants had or have against Prudential arising

out of, or in connection with the Plan and/or the Remaining Death Benefit and from instituting or prosecuting any claims or actions against Prudential in any forum seeking payment of the Remaining Death Benefit and/or otherwise in connection with the Plan.

IT IS SO STIPULATED.

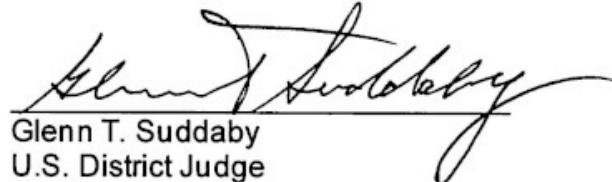

Derek Penn, Pro Se

D'Arcambal Ousley & Cuyler Burk LLP

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Counsel for Plaintiff The Prudential Insurance Company of America

SO ORDERED:

Date: 5/24/2024


Glenn T. Suddaby
U.S. District Judge